

OREGON

PERSONNEL AND EQUIPMENT

COST REIMBURSEMENT SCHEDULE



C. BILLING SCHEDULES (CONFLAGRATION ACT)

1. PERSONNEL REIMBURSEMENT COSTS

a. Career Firefighters

Whenever aid is supplied pursuant to the Act, the state shall reimburse the political subdivision supplying the aid for the compensation paid to employees during the time such aid prevents them from performing their duties in the political subdivision by which they are employed.

b. Volunteers

The state shall reimburse political subdivisions supplying volunteer aid at the rate of \$12.00/hour for the actual number of hours they are in service. After 40 hours, they shall be paid at time and a half (\$18.00/hour).

c. Substitute and Recalled Off-Duty Firefighters

Substitute and recalled off-duty firefighters may be recalled or appointed by the same person(s) authorized by law to appoint regular firefighters.

Compensation for recalled off-duty firefighters and substitute firefighters and any allowable expense necessarily incurred by them shall be charged against the county, city or fire district for which they were appointed, and shall be audited, allowed and paid, and shall be subject to reimbursement by the state.

Substitute firefighters shall not be subject to the requirements of the civil service law or rules and shall not be entitled to any pension or retirement rights or privileges. Their compensation shall not be greater than the lowest rate of pay for career firefighters.

2. STATE FIRE MARSHAL STANDARDIZED COST SCHEDULE

**OREGON FIRE SERVICE MOBILIZATION PLAN
EMERGENCY CONFLAGRATION ACT****HOURLY REIMBURSEMENT**

APPARATUS	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V	TYPE VI
ENGINE	STRUCTURAL/ INTERFACE (Meets 1901 Standards)		INTERFACE/ BRUSH (With Off-Road Capability)		INTERFACE/ BRUSH (With Off-Road Capability)	
Pump (GPM)	1000 +	500 - 1000	120	70	50	50
Tank (Gallons)	400	400	> 300	≤ 750	500	200
	(\$100/Hr)	(\$80/Hr)	(\$60/Hr)	(\$40/Hr)	(\$30/Hr)	(\$25/Hr)
WATER TENDER						
Pump (GPM)	300	200	200			
Tank (Gallons)	5000	2500	1000	N/A	N/A	N/A
	(\$70/Hr)	(\$50/Hr)	(\$30/Hr)			
TRUCK	Aerial	Elevated Master Stream	N/A	N/A	N/A	N/A
	(\$150/Hr)	(\$100/Hr)				
SQUAD/ PERSONNEL TRANSPORT	In Use Only	N/A	N/A	N/A	N/A	N/A
	(\$20/Hr)					
SUPPORT VEHICLE	(\$15/Hr)	N/A	N/A	N/A	N/A	N/A
RESCUE VEHICLE*	(\$45/Hr)	N/A	N/A	N/A	N/A	N/A

Specialized equipment or apparatus shall be at a rate negotiated with the Office of State Fire Marshal, e.g., mobile communication, maintenance/repair, fuel, city service, aircraft fire, chemical, investigation, HazMat, heavy rescue, water craft, tow truck, air system, power plants.

* Note: Includes medic units and ambulances.

During the course of rendering aid and assistance through the Act or a Governor declared state of emergency:

- 1 The use of personnel or equipment of each jurisdiction shall be at the risk of that jurisdiction.
2. Each jurisdiction shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self insurance to cover claims for injury to persons or damage to property arising to activities associated through the Act or state of emergency.
3. Each jurisdiction shall be responsible for the acts of its own employees.
4. Each jurisdiction shall compensate all personnel the exact amounts as submitted for reimbursement to the Office of State Fire Marshal on the Personnel Support Cost Summary.

B. FISCAL RESPONSIBILITY

GENERAL INFORMATION

Written documentation must be prepared for every implementation of the Emergency Conflagration Act. When the Governor authorizes mobile support under the provisions of the Act, the fire chief of each political subdivision directed to furnish assistance shall keep accurate records of expenditures. Such records shall cover the entire period of the emergency, from the original call for assistance and the dispatch time through demobilization and return to home base. The documentation must include, but need not be limited to, the following:

- a. Apparatus dispatched;
- b. Personnel dispatched;
- c. Distances traveled;
- d. Motor fuels and supplies consumed;
- e. Damage or loss incurred in the operation;
- f. Other expenses incurred due directly to the emergency operation.

The state fire marshal shall collect billing statements from participating fire departments and audit all charges. This process will be coordinated with any other involved local, state or federal agencies. A record of all accounting information shall be made part of the written documentation of the emergency.

All expenses incurred which are permissible under the Act shall be reported within 60 days of the emergency. All billing information and reports shall be submitted on forms included with the *Fire Service Mobilization Plan* in Appendix D, Forms. The completed forms must be accompanied by supporting documentation and submitted to the Office of State Fire Marshal by forwarding all copies to:

Office of State Fire Marshal
4760 Portland Road NE
Salem, OR 97305-1760

NOTE: *The state does not reimburse costs to the fire department/district for which the Conflagration Act was invoked.*

During the course of rendering aid and assistance through the Act or a Governor declared state of emergency:

- a. Each jurisdiction shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self insurance to cover claims for injury to persons or damage to property arising from activities associated through the Act or state of emergency.

- b. Each jurisdiction shall be responsible for the acts of its own employees.
- c. Each jurisdiction shall compensate all personnel the exact amounts as submitted for reimbursement to the Office of State Fire Marshal on the personnel support cost summary. On-site audits may be conducted to assure compliance.

2. GUIDELINES FOR CLAIMS SUBMITTED

a. Resource Inventory Roster: FSP-01

This form is intended to track the location and use of apparatus, equipment, and personnel; time(s) in use; incident(s) of use; and points of departure, response, and demobilization. This should become a precise log of events especially for the following:

- Apparatus/personnel in service/mobilized: The clock starts for apparatus when they leave the fire station. The clock starts for firefighting personnel when they arrive at the task force/strike team mobilization center and are ready to respond. The clock starts for overhead management personnel when they leave their home station for the incident. The OSFM recognizes the time the Act is invoked only as the initial time for mobilizing an emergency response. No costs can be claimed prior to when the Act is invoked.
- 2 Apparatus/personnel restored: This is the time that equipment and personnel are restored to service. The OSFM recognizes this time for terminating the billable amounts.
- 3 Equipment repairs/breakdowns log: Document times, locations, and causes of accidents and breakdowns. Attach all receipts. The OSFM will pay from actual only--not estimates. For any accident, attach a copy of the department's official accident report, including a full description of what occurred and why. Routine maintenance will not be reimbursed; maintenance and replacement of parts are covered by the apparatus rates. The on-scene OSFM representative must sign and approve all repairs on the FSP-01.
- 4 Replacement personnel: Dispatching of replacement personnel shall be coordinated through the state fire chief/emergency response center. (Initial response personnel are not always the demobilized personnel returning the same equipment to home.) Accurately log replacement personnel times. OSFM will carefully cross-reference personnel, both paid and volunteer, from the incident time records to the department's billings.

When mobile support is requested, the fire defense board chief initiates the Resource Inventory Roster: FSP-01, a multi-part form generated by the Office of State Fire Marshal.

The original stays with the strike team or task force leader throughout the incident. At the incident scene, the leader turns in Copy 1 at check-in.

Before leaving the incident scene, each resource must be demobilized and properly released. The strike team/task force leader is responsible for having the incident OSFM finance representative or the finance section chief sign, date, and record the time prior to leaving the scene. This is the time to communicate and sign-off on all emergency repairs on equipment. (The finance section chief must approve of these prior to demobilization.) Copy 2 of the signed and completed form is submitted to the state fire marshal representative at demobilization check-out.

Copy 3, which contains the "Unit Log," stays with the apparatus officer during the incident. Afterward, a copy of this portion should be kept with the fire district in charge of the apparatus in order to maintain a history of the apparatus. The original should be sent to the Office of State Fire Marshal as part of the billing documentation.

This four-part form can be obtained from the Office of State Fire Marshal.

b. Financial Requests

All the following request forms can be copied and used as originals when billing for reimbursement. Copies of all forms can be found in the Appendix to this Plan.

) Personnel Support - Cost Summary

a) Career Firefighters

This form is to be used when aid is supplied pursuant to ORS 476.520 to 476.590. The State shall reimburse the political subdivision supplying such aid for the compensation paid to employees for the time such aid prevents them from performing their duties in the political subdivision by which they are employed. Records that the political subdivision actually paid the employees are required. (ORS 475.560)

b) Volunteers

The state will reimburse political subdivisions for volunteers at a rate of \$12/hour for the actual number of hours they are in service up to 40 hours. After 40 hours, reimbursement will be \$18/hour.

c) Substitute and Recalled Off-Duty Fire Personnel

(1) Substitute Fire Personnel

Any substitute firefighters appointed under this section shall have the powers, functions, and duties of regular firefighters. Their reimbursement shall not be greater than the lowest rate of pay for career firefighters. Persons appointed as substitute firefighters shall exercise their powers, functions, and duties only when called upon during the period that all, or any part of the regular firefighting forces of any county, city, or fire district are rendering outside aid pursuant to ORS 476.520 or 476.530, and for no longer than two days after the return to duty of the part of the regular firefighting forces for which they are substituting. (ORS 476.570)

(2) Recalled Off-Duty Fire Personnel

Reimbursement for recalled off-duty firefighters and substitute firefighters and any allowable expense necessarily incurred by them in the performance of their duties shall be charged against the county, city, or fire district for which they were appointed. Reimbursement shall be audited, allowed, and paid as other charges against it are audited, allowed and paid, and shall be subject to reimbursement by the State as provided in ORS 476.550 and 476.560. (ORS 476.570)

Provisions of ORS 476.520 to 476.610 apply with equal effect to all firefighters whether paid, volunteer, or call. (ORS 476.560)

d) Mutual Aid Resources

Mutual aid resources already called up under the fire defense district fire service plan or the department's mutual aid agreements will be reimbursed only for actual hours in service after the Governor's declaration of the Conflagration Act and until the emergency is declared ended by the state fire chief.

To be reimbursed, mutual aid resources must use the Resource Inventory Roster: FSP-01 to check-in with the OSFM financial representative and the planning section. Mutual aid resources must meet the requirements of this *Plan*, must check out and in with time keeping during the incident, and must comply with demobilization and billing requirements under this division of the *Plan*.

2) Apparatus/Equipment Support - Operation & Cost Summary

All utilized fire apparatus is deemed to be "road ready" and kept up to appropriate maintenance standards. Breakdowns or equipment failures which appear to occur as the result of ongoing equipment use will not be billable. OSFM equipment rates already accommodate wear, tear and depreciation. "Road ready" will generally mean that the equipment is properly equipped to fight fire, shows minimal tire wear, and has a sound body and parts.

Claims for replacement of apparatus or equipment or repairs to either shall be supported with appropriate documentation. Routine maintenance and repairs will be disallowed.

Claims for loss and/or damage shall be made within 60 days of occurrence, or within such extension of time as may have been obtained from the state. (ORS 476.550) Claims for loss or damage resulting from unsafe operating practices will be disallowed.

An hourly rate schedule established by the state fire marshal is provided to help estimate allowable costs for equipment. This schedule, found in Section C, will be adjusted when necessary.

3) Miscellaneous Expenses

The state shall reimburse the political subdivision supplying such aid for travel and maintenance expenses paid to employees supplied under ORS 476.520 to 476.590, including groceries and meals of such employees while they are rendering aid. These expenses during travel shall not exceed State Department of Administrative Services travel rates. Requests shall be supported by worksheets or detailed explanations. (ORS 476.560)

The state will not reimburse expenses for personal care, clothing items, or other incidentals. The state will not reimburse expenses for required personal protection and safety equipment.

4) Emergency Operation Cost Summary

Once the emergency operation is concluded, representatives from each participating agency must tally expenditures for the emergency, summarize all costs, and submit reimbursement requests to the Office of State Fire Marshal.

5) Notice of Claim

The information contained in the Notice of Claim form must be affirmed under oath, and the form signed by an authorized agent of each political subdivision filing a claim, and notarized. Itemized documentation must be

attached, showing time, day, month, year, and total amount claimed for each political subdivision.

3. FORMS

Incident responders shall submit all billing information and reports on forms provided by the Office of State Fire Marshal.

The following forms are provided in this Section starting with page III-B-9

- a. Resource Inventory Roster: FSP-01
- b. Personnel Support Cost Summary
- c. Apparatus/Equipment Support Operation and Cost Summary
- d. Miscellaneous Expenses
- e. Emergency Operation Cost Summary
- f. Notice of Claim

4. WORKERS' COMPENSATION

Whether responding personnel are full-time, paid employees or municipal volunteers covered by election under ORS 656.031, the home district remains the responsible entity for personnel mobilized under the Conflagration Act. All necessary insurances and workers' compensation policies shall be kept in force by the political subdivision for which personnel are dispatched. These volunteers were recruited and trained by the district and continue to be part of the district's operation and under the administrative control of the district. Most fire districts in Oregon have elected coverage for their volunteers under ORS 656.031. The State Fire Marshal does not allow the mobilization of volunteers under the Emergency Conflagration Act whose home districts do not elect workers' compensation insurance coverage.

If an employee or volunteer is injured or killed during a conflagration response, medical and lost time benefits (if any) are under the responders' home district workers' compensation insurance coverage. Volunteers should be informed that regardless of pay received for conflagration responses, premiums and lost time benefits are based solely on the assumed monthly wage elected by the district.

5. REIMBURSEMENT REQUESTS

To insure the orderly processing of reimbursement requests, the state fire marshal shall collect billing statements from responding fire departments and audit all charges. This process will be coordinated with any involved local, state or federal agencies. A record of all accounting information shall be made part of the written documentation specified above.

6. REIMBURSEMENT TIMELINES

Incident responders have 60 days to submit their reimbursement bills. The state fire marshal may request bills sooner if an approaching Emergency Board date so warrants. The state fire marshal will approach the State Emergency Board and ask the Board to approve the expenditure authority at their next available meeting. Authority is final 30 days after Emergency Board approval.

When the state fire marshal has audited all billings and the expenditure is authorized, the state fire marshal will issue reimbursement checks.

7. CONFLAGRATION ACT PAYMENT MODEL

A Conflagration Act Payment Model is included in the previous section for a general understanding of the progression of decisions and actions by the Governor, the Legislature, the Office of State Fire Marshal, and others, from request for implementation through reimbursement of expenses. State statute requires the Legislature to authorize expenditure allotments.

THIS FORM CAN BE OBTAINED FROM THE OFFICE OF STATE FIRE MARSHAL

Revised 5/96

RESOURCE INVENTORY ROSTER: FSP-01

FIRE DEFENSE DISTRICT: _____		ST/TF LEADER NAME: _____	
VEHICLE INFORMATION		PERSONNEL INFORMATION	
LOCAL F. D. AGENCY: _____		PERSONNEL ASSIGNED TO RESOURCE:	
LOCAL FD VEHICLE ID #: _____		OFFICER IN CHARGE: _____	
KIND/TYPE OF VEHICLE:		VEHICLE OPERATOR: _____	
<input type="checkbox"/> ENGINE: (TYPE) I II III IV V VI		FIREFIGHTER: _____	
<input type="checkbox"/> TENDER: (TYPE) I II III		FIREFIGHTER: _____	
<input type="checkbox"/> OTHER: _____ (Describe squad, support, etc.)		FIREFIGHTER: _____	
ST/TF DEPARTURE POINT: _____		REMARKS:	
ST/TF DESTINATION POINT: _____		Credit Card #: _____	
SIGNATURE: _____ (Strike Team/Task Force Leader)		Incident Name/ID#: _____	
DATE: _____ TIME: _____		Incident Name/ID#: _____	
OR 1511		Signature of OSFM Representative	
RESOURCE ID #		Date/Time Demobilized	
ST/TF ID # (Assigned by OSFM)		ST/TF Leader retain this copy for check-in and demobilization	

UNIT LOG	MAJOR EVENTS	DATES/TIMES
ALERTED: (Initial mobilization)		
RESPONDING: (From departure point)		
ARRIVED: (At destination point)		
CHECK-IN: (With OSFM representative)		
NOTE: Continue Unit Log on back as needed.		
OSFM Representative		
RETURNING: (To Fire Defense District)		
SECURED IN QUARTERS: (At local FD)		
Resource Officer Signature		Date
DEMOBILIZED: (State Fire Marshal representative signature required before leaving)		Date / Time

[illegible]

**OREGON STATE FIRE SERVICE MOBILIZATION PLAN
EMERGENCY CONFLAGRATION ACT****PERSONNEL SUPPORT
COST SUMMARY**

CONFLAGRATION-LOCATION/DATE/TIME _____

CHIEF _____

DEPARTMENT _____

NAME/POSITION	REG PERS	VOL PERS	CALL BACK PERS	HOURLY RATE	day/time DEPART	day/time RETURN	REG HRS	O/T HRS	TOTAL DOLLAR AMOUNT

PERSONNEL SUPPORT
COST SUMMARY
PAGE 2

NAME/POSITION	REG PERS	VOL PERS	CALL BACK PERS	HOURLY RATE	day/time DEPART	day/time RETURN	REG HRS	O/T HRS	TOTAL DOLLAR AMOUNT

TOTAL

\$ _____

I, _____, DO HEREBY CERTIFY THAT THE COST(S) FOR EMPLOYEES
WAS INCURRED AS A RESULT OF DUTY PERFORMED OVER AND ABOVE THE COSTS
THAT WOULD OTHERWISE HAVE ACCRUED FOR ROUTINE AND/OR MUTUAL AID
EMERGENCY PROCEDURES.

FIRE CHIEF _____

DEPARTMENT _____

OREGON STATE FIRE SERVICE MOBILIZATION PLAN
EMERGENCY CONFLAGRATION ACT

APPARATUS/EQUIPMENT SUPPORT

OPERATION AND COST SUMMARY

DATE/TIME ACT INVOKED: _____

CONFLAGRATION LOCATION/DATE/TIME DEPLOYED: _____

CHIEF _____

DEPARTMENT _____

LOCATION OF EQUIPMENT (AT INCIDENT, MOVE-UP, Etc.) _____

Apparatus Type (engine, tanker, etc.)	Tank or Pump Size	No. Units	Hours Used	Hourly Rate	Total Cost
				\$	\$

APPARATUS/EQUIPMENT SUPPORT
OPERATION AND COST SUMMARY
PAGE 2

Fuel, Service, Repairs Required to Return Apparatus in Same Condition as When Dispatched:

Apparatus/Equipment Lost, Destroyed, Damaged (list cost, or cost of repairs):

I, _____ DO HEREBY CERTIFY THAT THE COST(S) FOR
EQUIPMENT WAS INCURRED AS A RESULT OF DUTY PERFORMED OVER AND ABOVE
THE COST(S) THAT WOULD OTHERWISE HAVE ACCRUED FOR ROUTINE AND/OR
MUTUAL AID EMERGENCY PROCEDURES.

FIRE DEPARTMENT

(Signed by Chief)

OREGON STATE FIRE SERVICE MOBILIZATION PLAN
EMERGENCY CONFLAGRATION ACT

MISCELLANEOUS EXPENSES

CONFLAGRATION LOCATION/DATE/TIME _____

CHIEF _____

DEPARTMENT _____

Date/Time	Item	Quantity	Unit Cost	Total

I do hereby certify that the cost(s) for miscellaneous items was incurred as a result of duty performed over and above the cost(s) that would otherwise have accrued for routine and/or mutual aid emergency procedures.

Fire Chief _____

Department _____

OREGON STATE FIRE SERVICE MOBILIZATION PLAN
EMERGENCY CONFLAGRATION ACTSTATE OF OREGON
COUNTY OFNOTICE OF
CLAIM

I (Name) _____ (Title) _____

Being first duly sworn, depose and say, that I am authorized to make this Notice of Claim for the total amount of \$ _____ for (Political Subdivision) _____

That the attached material itemizes the loss, damage, or expense incurred by said political subdivision pursuant to the Emergency Conflagration Act; that said Act was invoked by the Governor on _____
(time, day, month, year)

and that the said loss, damage, or expense incurred subsequent to the Governor invoking the Act and were expended pursuant to the Emergency Conflagration Act; that the said political subdivision has not been reimbursed for any loss, damage, or expense claimed herein; that application for reimbursement of such loss, damage or expense has not been made to any other State or Federal Agency. The political subdivision further understands that no reimbursement shall be claimed for expenses incurred in its own fire protection district where the Act was invoked.

(Signature)

Subscribed and sworn to me before
this _____ day of _____

Payee Name: _____

Address: _____

My Commission expires on _____

The above mentioned political subdivision has provided all necessary workers' compensation and insurance coverage and has reimbursed both paid and volunteer personnel. The subdivision further guarantees that no further claims for reimbursement or liability shall be made by the political subdivision or its agents against the state. Any claim for loss or damage resulting from unsafe or unlawful operations of equipment shall be the responsibility of the political subdivision and not the state.

By the affixed signature below, the political subdivision further acknowledges that all personnel and equipment have met the minimum standards as identified in the *State Fire Service Mobilization Plan*.

(Signature)

